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Attorneys for Defendants
 INTERNATIONAL GOLD STAR PRODUCTS, INC. and MARK CURRIE

IN THE UNITED STATES DISTRICT COURT
 FOR THE CENTRAL DISTRICT OF CALIFORNIA

LA CONTAINER, INC., a California corporation, and STEVEN LORITZ, an individual, Plaintiff, v. INTERNATIONAL GOLD STAR PRODUCTS, INC., a California corporation, and MARK CURRIE, an individual, Defendants.) Civil Action No. SACV13-1402 AG (RNBx))) STIPULATED CONSENT FINAL) JUDGMENT AND PERMANENT) INJUNCTION))))) Hon. Andrew J. Guilford))
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1 Pursuant to the stipulation of the parties, and good cause appearing
2 therefore, this Court hereby orders and adjudges that:

3 1. On September 10, 2013, Plaintiffs LA Container, Inc. and Steven
4 Loritz (collectively "LA Container") commenced this action by filing a
5 Complaint against International Gold Star Products, Inc. and Mark Currie
6 (collectively "Gold Star") in the United States District Court for the Central
7 District of California, seeking injunctive relief for trademark infringement, false
8 designation of origin, unfair competition, and anti-cybersquatting arising out of
9 Defendants unauthorized distribution, promotion, advertising, marketing, offer
10 for sale and/or sale of plastic containers under the name "Squeeze Top Vials."

11 2. On October 8, 2013, Gold Star filed an Answer to LA Container's
12 Complaint.

13 3. This Court has jurisdiction over the parties and over the causes of
14 action asserted in this lawsuit. Venue is proper in this judicial district.

15 3. Plaintiff Steven Loritz is the owner of all rights, title, and interest,
16 including common law rights, in the trademark SQUEEZE TOPS used in
17 connection with plastic containers with a hinged lid.

18 3. Trademark Registration No. 4,078,415 for the trademark
19 SQUEEZE TOPS owned by Steven Loritz is valid and enforceable.

20 4. Plaintiff LA Container, Inc. is the exclusive licensee of the
21 trademark SQUEEZE TOPS in connection with plastic containers with hinged
22 lids in the United States.

23 5. Gold Star will not oppose, contest, or challenge, or assist others in
24 opposing, contesting, or challenging Plaintiffs' use and/or registration of its
25 above referenced SQUEEZE TOPS trademark.

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1 6. Gold Star, and its officers, directors, principals, shareholders,
2 agents, servants, managers, employees, attorneys, successors, assigns, and
3 affiliated entities, ~~and all other persons~~ in active concert or participation with
4 any of them, who receive actual notice of this Order are hereby enjoined from:

5 (i) Using the mark SQUEEZE TOPS or any mark containing the
6 words SQUEEZE TOPS, whether capitalized or not, whether
7 one, two or more words, whether alone or in combination
8 with any other words of any kind, however expressed, or any
9 mark confusingly similar thereto (a) in connection with any
10 goods or products made, imported, offered, sold, promoted,
11 or marketed by Gold Star, (b) in advertising or promoting
12 Gold Star or its products, and/or (c) in any manner that is
13 likely to create the impression that Gold Star's products
14 originate from LA Container, are endorsed by LA Container,
15 or are connected or related in any way with LA Container;

16 (ii) Manufacturing, distributing, shipping, importing,
17 reproducing, displaying, advertising, marketing, promoting,
18 transferring, selling, and/or offering to sell any products
19 bearing LA Container's SQUEEZE TOPS mark, any mark
20 containing the words SQUEEZE TOPS, whether capitalized
21 or not, whether one, two or more words, whether alone or in
22 combination with any other words of any kind, however
23 expressed, or any confusingly similar mark;

24 (iii) Using the mark SQUEEZE TOPS or any mark containing the
25 words SQUEEZE TOPS, whether capitalized or not, whether
26 one, two or more words, whether alone or in combination
27 with any other words of any kind, however expressed, or any
28 mark confusingly similar thereto anywhere on, or in the

1 source data or meta data for, any website owned or operated
2 by, or on behalf of, Gold Star, including the website
3 www.pharmacyvials.com;

4 (iv) Using the word “squeeze” in the same paragraph as either of
5 the following words: “tops” or “top” anywhere on, or in the
6 source data or meta data for, any website owned or operated
7 by, or on behalf of, Gold Star, including the website
8 www.pharmacyvials.com; and

9 (v) Registering and/or using any domain name that includes the
10 mark SQUEEZE TOPS or any mark containing the words
11 SQUEEZE TOPS, whether capitalized or not, whether one,
12 two or more words, whether alone or in combination with
13 any other words of any kind, however expressed, or any
14 mark confusingly similar thereto.

15 7. Within three days of the entry of the Consent Judgment and
16 Permanent Injunction, Gold Star shall transfer to LA Container the domain
17 name <squeezetopvials.com> and shall perform such other acts as may be
18 reasonably necessary for effecting the transfer of ownership and control of the
19 domain name <squeezetopvials.com> to LA Container.

20 8. This is a final judgment, and all claims and defenses asserted by
21 and between the parties in this action are hereby dismissed with prejudice.

22 9. The Court shall retain jurisdiction over the parties to enforce this
23 Stipulated Consent Judgment and Permanent Injunction.

24 10. The parties waive appeal of this Stipulated Consent Judgment and
25 Permanent Injunction as entered or modified by the Court.

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1 11. The parties shall bear their own costs and attorneys' fees, and no
2 further relief is granted to any party.

3 **IT IS SO ORDERED.**

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6 Dated: January 6, 2013

By: 

The Honorable Andrew J. Guilford
United States District Court Judge

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